

REQUEST FOR PROPOSALS

FOR

DINING SERVICES MANAGEMENT

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

THE UNIVERSITY OF MISSOURI- SYSTEM

RFP #17-7010-DS-R

OPENING DATE: January 20, 2017

TIME: 2:00 PM, CT

Prepared by:

David Silvey
Sr. Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 Lemone Industrial Blvd
Columbia, MO 65201

Dated: December 2, 2016

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for Dining Services Management for the Missouri University of Science & Technology, RFP #17-7010-DS-R, which will be received by the undersigned at the UM System Supply Chain, University of Missouri, 2910 Lemone Industrial Blvd, Columbia, MO 65201 until 2:00 p.m., CT, January 20,2017. Proposals will be opened and identified starting at 2:05 p.m., CT.

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from the UM Procurement Services web site at <http://www.pmm.missouri.edu> by selecting bid information. Vendors are strongly encouraged to check the site periodically in the event addenda are issued.

The University of Missouri reserves the right to waive any informality in proposals and to reject any or all proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: David Silvey, Senior Strategic Sourcing
Specialist University of Missouri System
Supply Chain
Supply Chain Services 2910 Lemone Industrial
Blvd. Columbia MO 65201

Dated: December 2, 2016

**UNIVERSITY OF MISSOURI
DINING SERVICES RFP FOR MISSOURI S&T**

**GENERAL TERMS AND CONDITIONS AND
INSTRUCTIONS TO RESPONDENTS**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Supplier Diversity Participation:** It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.

Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

Second Tier Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:

Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/or services that directly fulfills a UM contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.

Example: Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2nd Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2nd Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment B). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an

amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any Imposed Exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any Respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO RESPONDENTS

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments. Failure to do so is at Respondent's risk. It is the Respondent's responsibility to ask questions, request clarifications, or otherwise advise the University if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. Written communication can be mailed to UM System Supply Chain, 2910 Lemone Industrial Blvd, Columbia, MO 65201 Attention: David Silvey, Senior Strategic Sourcing Specialist; or emailed to silveyd@umsystem.edu. It is the responsibility of the person or organization communicating the

request to ensure that it is received. To guarantee a timely response, such communication should be received by the due date outlined in paragraph C.1 of the Detailed Specifications and Special Conditions section of the RFP.

The terms and conditions, as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

The RFP document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Proposals: All proposals must be submitted in the form of four (4) originals and one electronic copy on jump drive**, using the proposal forms accompanying these specifications. **Technical Proposals and Financial Proposals must be submitted separately in individually sealed envelopes** plainly marked: "Proposal RFP #17-7010-DS-R" and addressed, mailed and/or delivered to MU System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: David Silvey.

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, then the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the Respondent to perform as required; whether the Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and

regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the Respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services. The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The University expects to select its Dining Services Management provider by end of February with a Letter of Intent by March 1, 2017 to insure a transition in by the June 1, 2017 effective date. Selected firms are asked to provide services in advance of the effective date, especially as it relates to all aspects of transition for a Dining Services Program.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University

may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of six (6) years beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86)

**UNIVERSITY OF MISSOURI
DINING SERVICES RFP FOR MISSOURI S&T**

INSTRUCTIONS FOR PROPOSAL RESPONSE AND PROPOSAL EVALUATION CRITERIA

A. INSTRUCTIONS FOR PROPOSAL RESPONSE

1. **Submittal Requirements:** Respondents are required to fully respond with compliance statements to each of the limiting criteria. Respondents are required to fully respond with a description of ability to meet (and how they will meet) desirable specifications.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject Vendor’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Proposals must be submitted in the number and manner as specified below:

- a. Respondents’ Technical Proposal must contain the following:

- Response to Instructions to Respondents and General Conditions, Limiting Criteria and Vendor’s responses, and Desirable Criteria and Vendor’s responses. **This section includes all response information, except financial proposal/pricing information.**
- **Vendor must complete and return:**
 - **The AUTHORIZED RESPONDENT REPRESENTATION FORM**
 - **The SUPPLIER DIVERSITY PARTICIPATION FORM**
 - **The LIMITING CRITERIA section with affirmative responses**
 - **TECHNICAL PROPOSAL response addressing the requirements outlined in the DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS section of the RFP, Paragraph D2 – Desirable Criteria, Technical Proposal**
 - **Additionally, the Technical Proposal must include the following:**
 - ✓ **Completed Attachment E: Employee Benefits Worksheet**
 - ✓ **Completed Attachment F: Staffing Workbook both printed and as a digital Excel workbook**
 - ✓ **Completed Attachment G: Sample Contract Exceptions**

- Response length is limited to 150 pages. One page is considered to be one side of an 8.5” x 11” sheet of paper. Narrative font should be a minimum of size 10.
- Respondent’s Financial Proposal must contain the following:
 - **Vendor must complete and return:**
 - **FINANCIAL PROPOSAL response addressing the requirements outlined in the DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS section of the RFP, Paragraph D2 – Desirable Criteria, Financial Proposal**
 - **Additionally, the Financial Proposal must include the following:**
 - ✓ **Completed Attachment H: Financial Workbook both printed and as a digital Excel workbook**

The Financial Proposal must be submitted separately from the Technical Proposal in an individually marked and sealed envelope.

2. **Quote Sheets:** Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.

B. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:

Respondents must meet the Limiting Criteria to be “qualified” for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored criteria/desirable specifications, which includes qualitatively, how specifications are met. Responses to the Desirable Criteria of the RFP will be evaluated based on the following weighted scoring model:

Technical Proposal	65% of total score
Financial Proposal	35% of total score

No additional information will be provided on scoring until after contract award.

At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense or request vendors to perform a presentation to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency.

UNIVERSITY OF MISSOURI

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

A. PURPOSE AND BACKGROUND

1. **Purpose:** The Curators of the University of Missouri for Missouri University of Science and Technology (hereinafter referred to as the University) is soliciting proposals from qualified firms to act as its partner in managing the Dining Services Program at the Missouri S&T campus in Rolla, MO. The dining services management shall include the management and operations personnel, technical support, training, food product, supplies, materials, systems, and effort necessary to perform dining services functions at a level of quality that consistently meets the University's expectations. The vendor will be responsible for food purchase and production, quality control, human resources management (hiring, training, development, discipline, dismissal, etc.), and financial management of the Dining Services Program.

Missouri S&T is committed to providing excellent quality, delicious and healthy food to the University's diverse population as a means of enhancing community and contributing to the Vision, Mission and Goals of the University. The successful respondents will be required to enter into a seven-year contract with one (1) three-year renewal commencing June 1, 2017.

2. **About Missouri S&T:** Founded in 1870 as the Missouri School of Mines, Missouri University of Science & Technology (formerly known as University of Missouri-Rolla) is a space grant institution and a member of the University of Missouri System. Missouri S&T offers 34 bachelor degree programs, 33 master degree programs and 29 doctoral degree programs. In 2014, USA Today ranked Missouri S&T as #3 in top engineering schools in the US. The campus consists of 284 acres in Rolla, Missouri, a city of 19,000 located in the heart of the Missouri Ozarks. Enrollment for Fall 2016 was 6,915 undergraduate students and 1,934 graduate students with 80% of undergraduate students enrolled in engineering. Unlike most American universities, approximately 75% of the student population is male, significantly impacting food consumption in residential dining. Approximately 67% of the enrolled students reside in the State of Missouri with another 10% from neighboring states.
3. **Scope of Vendor's Work:** The following existing Dining Services Program locations are included in the scope of Vendor's work in addition to any new dining locations added over the life of the contract.

Residential Dining - All you care to eat service.

- Thomas Jefferson Dining Hall

Retail Dining

- Havener Center Food Court
 - Sono
 - Rotations
 - The Kitchen
 - 2 Mato
 - Wild Greens
 - Grab & Go

- Havener Student Center – Other Venues
 - Rustic Range
 - Einstein Bros. Bagels
 - Mondo Subs
 - Zatar
- Miner Munchies – Miner Village Apartment Clubhouse
- Miner Break Café – Curtis Laws Wilson Library
 - Starbucks & Wicked Spoon Yogurt
- Au Bon Pain – 1104 North Rolla Street
- Avenue C – Residential Commons

Catering Services

- Exclusive provider for catering events in Havener Center
- Non-exclusive provider for catering events in all other campus buildings
- Authorized provision of catering services to the off campus community

Summer Camp and Conference Services

- Exclusive provider of Summer Conference and Camp food service on campus

The following services are excluded from Vendor’s scope of work:

- Concessions at Athletic events
- Catering and other food service at Hasselman Alumni House
- Student Design Center retail dining, including:
 - Jimmy John’s
 - Spoon Me Yogurt

4. **Meal Plans:** The University will be moving to a new meal plan structure for FY17-18, as follows. Please note that pricing is preliminary and subject to Board of Curators approval:

Meal Plan	Annual Declining Balance Dollars (DBDs)/Points	Semester Price	Annual Price
<u>Resident Plans</u>			
All Access (Thomas Jefferson Only)	100	\$1,800	\$3,600
225 Meals per Semester	150	\$1,600	\$3,200
150 Meals per Semester	350	\$1,500	\$3,000
80 Meals per Semester	300	\$ 900	\$1,800
All Declining Balance	2,550	\$1,275	\$2,550
<u>Commuter/Faculty/Staff Plans</u>			
100 Meals	150	\$ 950	
50 Meals	75	\$ 475	
<u>Add-On Meals</u>			
10	0	\$75	
20	0	\$140	

Notes:

- The All Access plan is available for use at Thomas Jefferson (residential dining) only.
- The 80 Meals per Semester plan is available to upperclassman residents only.
- Resident Plan meals expires at the end of each semester.
- Resident Plan add-on meals expire at end of each semester.
- Resident Plan DBDs expire at end of the academic year. Add-on DBDs are MinerBUCKS and do not expire until the meal plan holder leaves the University.
- Similar to current, resident meal plan holders will be able to use a ‘Meal Equivalency’ at Havener Food Court, Rustic Range, Mondo's and Einstein Bros., and will receive a \$4.00 value for breakfast and a \$6.00 value for lunch and dinner. In addition, at Havener Food Court, the Vendor will be required to offer rotating “Daily Combo Meal Exchange” meals (with a retail value higher than the Meal Equivalency rate) in exchange for a meal swipe. Meal plan holders will be prohibited from using Meal Exchanges (swipes) for prepackaged items such as bottled beverages or single serving cereal bowls.
- Commuter/Faculty/Staff meals and DBDs do not expire until the meal plan holder leaves the University.
- Commuter MinerBUCKS plans are available in \$25 increments.

The University will be responsible for the sale and revenue collection of all meal plans and MinerBUCKS, including resident plans, non-resident plans and Summer plans, and will retain all revenue from forfeited meal plan DBDs and MinerBUCKS. The Vendor will be expected to act as a proactive partner in marketing resident and non-resident meal plans to members of the campus community.

5. **New Residential Dining Development:** The University is beginning to explore the potential addition of residential dining service to the Residential Commons/University Commons neighborhood in order to improve services to residents and reduce overcrowding at Havener Center dining locations. This could take the form of a new all you care to eat restaurant or the addition of resident focused retail dining opportunities. The successful Respondent will be expected to partner with the University to identify a preferred strategy considering community building, customer satisfaction, implementation cost, and cost to operate.
6. **Information Technology:** The University owns the transaction management software and point of sale equipment used in the Dining Services program and will make this technology available for vendor use. The University will provide CBord Odyssey or CSGold for transaction management in conjunction with Oracle Hospitality point of sale equipment and mobile devices. The University will provide debit/credit card processors for point of sale terminals, but the Vendor will be required to provide the debit/credit card processor for its online catering order/pay solution. Additionally, the University is currently negotiating an agreement with CBord for implementation of its “GET Food” online and mobile ordering modules and anticipates that this will be available for Vendor use by the time of contract start.
7. **Sample Contract:** The University’s Sample Contract can be found in Appendix 2. These terms and conditions are intended to be incorporated into the final Contract between the University and the successful Respondent. The Sample Contract is an integral part of this Request for Proposal, as it

provides additional information necessary for the development of Vendors' proposals, describing in detail the contractual relationship between the University and the Vendor.

8. **Additional Information:** See Appendix 1 for additional information regarding the current Dining Services program.

B. KEY PRIORITIES AND PERFORMANCE STANDARDS

1. **Key Priorities:** Missouri S&T is seeking a Dining Services *partner* willing to invest strategic, operational, and financial resources toward creating an excellent campus dining experience for students, faculty, and staff while maintaining affordability for customers. The University has developed the following important Key Priorities for the contract. The successful respondent's proposal will reflect the most creative and comprehensive understanding of these, in conjunction with financial terms that are adequate to support the resource needs of the University in operating the Dining Program.

- **Partnership**

- Relationship driven management focused on understanding and addressing the University's needs and partnering to make customer focused service decisions that support the overall development of the dining program.

- **Residential Dining**

- A menu strategy that meets the dietary needs and preferences of all customers through provision of a wide variety of foods including international and culturally diverse options, including provision Halal foods.
- Continued provision of a late night dining program at Thomas Jefferson residential dining restaurant.
- Continued provision of an allergen free service platform (including, but not necessarily limited to, gluten, lactose, nut, and shellfish free) at Thomas Jefferson residential dining restaurant and any future residential dining restaurant locations.
- Continued use of reusable 'to go' containers.
- Conversion of the Miner Munchies convenience store to a self-serve/self-pay system.
- Partnership in the development of a new resident focused dining operation or operations in the Residential Commons/University Commons neighborhood.

- **Retail Dining**

- Innovative solutions for reducing/managing lunchtime overcrowding at Havener Center.
- Expanded evening service hours at Havener Center.
- Expanded evening service hours at Miner Break Café.
- Expanded meal offerings at Miner Break Café.
- Expanded Summer service availability.
- More regional/national brands at Havener Center.
- Continued provision of a rotating selection of Halal and gluten free entrees and foods in retail dining locations.
- Flexibility in services to meet the changing needs and desires of the campus community.

- **Catering Services**
 - A broad range of plated and buffet meals including “budget”, “mid-range”, and “high end” options in both categories.
 - *Significant* seasonal rotation of menu offerings.
 - A large selection of *creative* box meals.
 - Competitively priced, high quality products and services that will capture a majority of the on campus catering business.
 - Elevated event planning and advising capabilities.

- **Marketing**
 - Initiatives that drive voluntary meal plan sales that result in measurable year over year increases.
 - Initiatives specific to Missouri S&T that result in year over year growth in retail dining and catering market capture and sales.

- **Financial and/or Investment**
 - 100% of the investment required to implement proposed programs and services.
 - Investment for development of a new Residential Commons/University Commons dining operation or operations in Year 3 of the contract term.
 - Ongoing investment over the life of the contract to keep dining locations “fresh” and responsive to client needs/desires and industry trends.
 - Ongoing contribution to an equipment maintenance and repair fund.

2. **Performance Standards:** In addition to the Key Priorities outlined above, the Vendor will be expected to adhere to the following performance standards in its delivery of the Dining Services Program.

- **Food**
High quality and freshly prepared food that supports good nutrition and is predicated on menu and recipe strategies that emphasize:
 - Use of fresh foods and minimization of processed foods and frozen foods;
 - Healthful cooking techniques such as baking, roasting, and braising;
 - Continuous improvement toward reduction or elimination of antibiotics and growth additives in foods served;
 - Dedication to providing services to a wide variety of clientele including those with food sensitivity issues and culturally diverse backgrounds.

- **Retail Dining Portfolio**
An innovative portfolio of retail and market concepts that:
 - Includes popular brands (national, regional, local);
 - Provides a thoughtful mix of concepts and service formats designed to satisfy a variety of consumer needs;
 - Uses innovative technology to facilitate ordering, payment, and customer throughput;
 - Offers delivery and ecologically friendly “to go” mechanisms (ex: eco-ware; compostable) that are responsive to consumer lifestyles;
 - Uses merchandising and food presentation techniques that showcase the products offered and have strong eye appeal;
 - Offers retail and grocery pricing to the consumer that is competitive with the local market;

- **Residential Dining Program**

A thoughtfully crafted all you care to eat residential dining program designed to encourage participation and build community, and that includes:

- A menu strategy that provides whole meat, vegetarian, and vegan proteins and “center of the plate” entrée choices at every meal, without over-reliance on processed foods and carbohydrate-based entrees;
- A minimum 6-week entrée menu cycle;
- No cycle menu entrée duplication between lunch and dinner on the same day, or from day to day;
- Just in time or cook to order food preparation wherever feasible;
- Merchandising and food presentation that showcases the products offered and has strong eye appeal;
- A commitment to regularly scheduled special event programming;

- **Service Hours**

- Year-round service hours that support student, faculty, and staff lifestyles and workstyles, including options for students taking evening classes, extended service hours during exam periods, late night opportunities, academic year break periods, and summer term.

- **Catering**

A robust and diverse campus catering program that includes:

- Diverse menu options with inclusion of seasonal menu offerings;
- An annual catering showcase for catering arrangers;
- Tiered pricing and service for different event types (high-end to budget);
- A service/price tier that is designed to offer an affordable pick-up menu for student groups;
- Support for campus and local not-for-profit events that includes sponsorships and/or special pricing.

- **Wellness**

- Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all service locations, with results that are measurable;
- Provision of food labeling at all points of service that identify nutritional content (calories, fat grams, etc.) as well as key ingredients, including but not limited to potential food allergens and/or a signage system with links to information online;
- Access to a district/regional licensed dietitian to assist customers with nutrition and menu planning, weight management, and special dietary needs.

- **Sustainability**

- Implementation of initiatives that will further the sustainability efforts of the Dining Services Program to become a campus leader in this area;
- Demonstrated commitment to a pre/post-consumer food waste management program including, but not limited to, donation to local farms/businesses, and composting programs;
- Commitment to measurable, year over year improvement in the use of agricultural products grown or processed within the state of Missouri.
- Incorporation of sustainable design principles in construction projects undertaken on behalf of the University.

- **Education**

- Provision of active education and learning opportunities to the University community, particularly in the areas of wellness, nutrition, culinary life-skills, and food system sustainability. This is particularly important for undergraduate students living in residence;
- Provision of training/education on safe handling procedures to student organizations organizing events on the Missouri S&T campus.

- **Management**

- A professional food service management provider that is a leader in the field, and offers a best practice approach to residential dining, retail food service, and catering;
- An on-site management team that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of the University's Dining Services Program. The management team should be collaborative with the University, its key stakeholders, and employees, with a communication strategy that is proactive and accessible;
- An on-site management structure that provides dedicated managerial and supervisory resources for each service segment of the program, as well as appropriate on-site resources for administrative and technology support;
- District and regional management that is responsive, experienced and adept at partnering with a growing university in meeting evolving campus needs, and that enables the on site management to be nimble and competent decision makers;
- Production, service, and management information systems technology that is industry leading in all aspects of the program, with a commitment to a seamless interface with the University where required now or in the future;
- Programs, standards, and human resource policies (ex: training; wellness at work) that promote and enforce safe food handling, proper sanitation, HACCP standards and health department requirements;
- Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of the University's owned resources;
- Financial control strategies that ensure a financially efficient Dining Services Program with a high level of accountability, transparency, and financial reporting to the University;
- Development and adherence to a continuous improvement philosophy founded on a comprehensive performance measurement program.

- **Human Resources**

An intentional and committed approach to staffing that results in:

- Staffing levels that are matched to customer demand so that service is fast and efficient;
- Friendly, courteous, knowledgeable and professional employees;
- Staff members that communicate effectively when in positions of regular interaction with customers;
- Staff members that are empowered to solve a problem or issue on the spot;
- Human resource practices that are industry leading, and that support workplace diversity, affirmative recruitment, and employee retention, and generally reflect the human resource practices of the University;
- Fair and competitive wages that are attractive in comparison to the local food service industry;
- Employee benefits that include affordable healthcare and life insurance for employees;

- A significant and ongoing focus on technical, customer service, and diversity training for all employees, designed to maintain high standards across the program;
 - Hiring of qualified existing dining staff of the current Vendor, many of whom are long term employees;
 - A strong focus on the hiring, retention and advancement of student employees, at wage rates that are competitive with other student employment options on campus;
 - Commitment to promptly and effectively responding to complaints or concerns about the performance or conduct of food service employees.
- **Marketing and Business Development**
 - An ongoing commitment to proactive marketing/communications and business development in the areas of voluntary meal plan sales, retail sales, and catering sales that is collaborative and coordinated with the University in articulating a seamless message, and includes quantitative success measurement;
 - Annual marketing plans customized to Missouri S&T's unique needs and target audience, with a focus on use of social media and app-based customer loyalty program(s);
 - Proactive analysis of new business opportunities, in coordination with University;
 - A robust, interactive, informative, and accessible web presence for current and prospective students and families to include descriptors of campus locations, daily menu options, catering options, nutritional information, etc.
- **Information Technology**
 - Provision of on-site management or technical personnel appropriately trained in the software systems used by Vendor and the University in operating its Dining Services Program;
 - Provision and management of all IT systems and services required to support Vendor's internal business operations;
 - Compliance with the University's policies for information security, privacy, and acceptable use.
 - Maintenance of a Business Continuity/Disaster Recovery plan in the event of a critical failure of Vendor's or University's IT infrastructure;
- **Financial**
 - A fair and balanced compensation agreement that supports both the Vendor and the University in meeting their respective financial objectives;
 - Inclusion of adequate capital investment to implement Contractor's proposed programs, as well as to refresh facilities over the life of the contract;
 - Buyout of unamortized investments at the end of the current contract, anticipated to be approximately \$750,000.
 - A favorable meal plan Daily Rate structure and a Commission structure to the University sufficient to cover the University's direct and indirect costs of the Dining Services Program.

In summary, the selected Vendor shall partner with the University and provide it with food service management and operations personnel, technical support, training, food products, supplies, materials, systems, and effort necessary to operate the Dining Services program at a level of quality that consistently meets or exceeds the University's expectations at contract inception and as the Dining Services program evolves over the life of the contract. The University is seeking a partner that is intent on creating a dining program that is progressive, creative, and affordable for students.

C. **IMPORTANT PROCESS INFORMATION**

1. **Schedule:** The timeline for the RFP process is depicted in the table below and is subject to change.

RFP Release	December 2, 2016
Mandatory Pre-Proposal Site Visit	December 13, 2016
Questions Due	December 15, 2016
Answers to Questions	December 22, 2016
Bid Due Date/Time	January 20, 2017/10:00am
Site Visits to Existing Accounts	January 20 – February 28, 2017
Notification of Short List	January 31, 2017
Short List Interviews	Week of February 13, 2017
Vendor Selection/Letter of Intent	March 1, 2017
Vendor Approval/Curators Meeting	April 2017
Contract Commencement	June 1, 2017

After the Letter of Intent is issued and prior to the commencement of service, the successful vendor will be required to provide general coordination services with regard to the planning and commencement of dining service operations and any planned construction/renovation.

2. **Mandatory Onsite Pre-Proposal Meeting:** A mandatory onsite Pre-Proposal meeting will be held at Missouri S&T on Tuesday, December 13, 2016, from 9:30 am to 2:30 pm. The purpose of the meeting is to answer questions about the RFP and to provide a tour of the existing campus dining facilities. Each Respondent will be allowed a maximum of five representatives. **Site visits to non-public areas will NOT be allowed except during the scheduled Pre-Proposal meeting.**

The meeting will begin at 9:30 am in the Carver/Turner Room of the Havener Center at Missouri S&T. A campus map may be found at http://www.mst.edu/media/universityadvancement/www/images/map/campus_map_2016.pdf. Should weather conditions be a concern on December 13, 2016, please contact David Silvey at (573) 884-1431 or silvey@umsystem.edu after 8:00 am for information on whether the Pre-Proposal meeting has been rescheduled. A snow date of December 15, 2016 from 9:30 am until 2:30 pm has been set in case weather requires rescheduling.

The Pre-Proposal meeting will begin with an initial session to cover key components of the RFP and provide vendors an opportunity to ask questions and/or clarifications. After this, a guided tour of the front and back of house of the existing dining facilities will be conducted. **Meeting participants will be allowed to take photos of space and equipment during the tour.** After the tour is concluded, a final wrap up session will be conducted. The meeting is anticipated to end no later than 2:30 pm. Lunch will be on your own.

Questions asked and answers provided during the Pre-Proposal Site Visit will be documented as an addendum and posted to the procurement website. The Pre-Proposal Site Visit notes and any subsequent addenda are to be considered the documents of record. Should there be a conflict between a discussion at the Pre-Proposal Site Visit and the written notes or addenda, the written document will prevail.

3. **Short-List Interview:** As a part of the evaluation process, any Respondent meeting the Limiting Criteria may be required by the University to participate in a short list interview with University representatives. Participation in the interview must be made at no cost to Missouri S&T. Respondents must be available to travel to Rolla, MO within one (1) week of the email invitation confirming the interview date, time and location. Short list interviews are tentatively planned as outlined in the schedule in paragraph 1 above.

Respondents are encouraged to plan accordingly as some or all of the proposed management team will be required to participate in the short list interview. The interview format will be as follows:

- 50 minutes – Why ‘your firm’? or other specifics as outlined in the invitation
- 60 minutes – Questions & Answers
- 50 minutes – Interview with Candidates only (all other Respondent representatives leave the room)
- 10 minutes – Final Questions and Wrap Up by University

Failure of an invited respondent to participate in an interview during the dates requested by the University may result in rejection of their proposal. Information provided during the interview will be considered when evaluating responses.

Each respondent requested to participate in an interview will be allowed the same amount of time during business hours, (8:00 am through 4:30 pm). The time allocated for the interview format will be strictly monitored by the University. If any equipment (projector, screen, white board, etc.) is needed for presentation, the Respondent must notify Missouri S&T no later than 3 business days before the scheduled presentation. Missouri S&T will try to accommodate reasonable equipment requests.

No food, gifts, or tokens may be given to committee members at any time during the proposal process including the short list interview.

Although pre-award presentations may be requested, selection may be made without further discussion or negotiation. Therefore, proposals should be submitted on the most favorable terms.

4. **Site Visits to Vendor Accounts:** University representatives may choose to make unannounced visits to Respondent’s accounts at other universities in order to observe Respondent’s operations. These visits may occur on any day based on the timeline in paragraph 1 above.
5. **Confidentiality and Ownership of Information:** All material in this RFP is considered confidential and shall not be used by your firm for any reason other than responding to this request.

All proposals submitted pursuant to this RFP become the property of the University. Should you consider your submission to contain confidential information, you must specifically indicate those portions of your response as “Confidential” in order for them to be understood as such. The University will use all reasonable efforts to maintain the confidentiality of such information subject to law.

6. **Questions:** The University will respond to reasonable questions or requests for clarification regarding the RFP. All questions and/or clarifications must be sent to silveyd@umsystem.edu. All questions

submitted must be made in writing and email is preferable. Any attempt to make contact with any other University personnel will be viewed as inappropriate and will have negative implications to your proposal. **The deadline for questions/requests for clarifications is 2:00PM CST, December 15, 2016, no exceptions.** Each respondent will receive the answers to its own questions as well as the questions of the other respondents.

D. PROPOSAL REQUIREMENTS

1. Limiting Criteria (*These are must-have minimum requirements. If any mandatory requirement is not met the vendor response is rejected in full, no exceptions*):

- Operates a minimum of eight (8) Dining Service Program Management accounts at 4-year higher education institutions in the mid-west (MO, IL, IN, AR, KS, IA).
Yes ___ No ___
- Provides Dining Services Program Management to Higher Education clients through a separate division (resources and reporting) than K-12 Dining Management, Sports/Entertainment Dining Management and Healthcare Dining Management.
Yes ___ No ___
- Company maintains the financial resources to:
 - Self-fund the capital investments to implement its proposed program;
 - Buyout \$750,000 of unamortized investment from the current contract;
 - Provide a significant financial contribution toward the potential development of a new resident focused dining operation or operations in the Residential Commons/University Commons neighborhood.Yes ___ No ___
- Company has the ability to provide district / regional resource offices (District/Regional Manager’s office, accounting, marketing, sustainability support and a dietitian) residing within 250 miles of Rolla, MO.
Yes ___ No ___
- Company provides on-going training for their employees in the following areas: diversity and multicultural awareness, knowledge and skills; customer service standards of excellence; food preparation methods, including handling known allergen inducing foods; food safety; blood borne pathogens; sanitation standards; dress and identification; personal habits and hygiene; cleaning and sanitation procedures; life safety; equipment operation; University protocol for addressing bias incidents; University sexual harassment, Violence Against Women Act, and discrimination/Title IX policies; conduct when working with minors; and premise-specific policies (i.e. – access, etc.).
Yes ___ No ___
- Company has an operating policies and procedures manuals for all aspects of operating a Dining Services Program. This includes but is not limited to purchasing, food preparation & production,

accounting/cash handling, human resources, customer service, facility operations, and emergency preparedness.

Yes ___ No ___

- Company provides life skills educational sessions on a monthly basis geared towards students but open to the campus community on topics such as reading nutrition/ingredient labels, basic cooking techniques, wellness, personal sustainability impact, *My Plate* healthy eating.

Yes ___ No ___

- Company is able and willing to implement the following sustainability initiatives within the first month of operation:

- Establish a Year 1 goal for use of agricultural products grown or processed in the state of Missouri.
- Purchases only cage free eggs, purchases only seafood from the Monterey Bay Seafood Watch list, provide sustainable certified coffee, purchase only hormone free yogurt and milk.
- Recycle cardboard, paper, plastic, glass, tin, aluminum, steel
- Reusable cup/mug program
- Reusable to-go container program—maintain current and expand program
- Waste reduction practices that minimize production waste, overproduction and unused/out of date products.

Yes ___ No ___

2. **Desirable Criteria:** *(These are the vendor responses that get assigned a score during the scoring process. They are listed on the “scoring matrix” and assigned a weighted point value.)*

Technical Proposal

a. **Executive Summary**

Provide an Executive Summary of your Technical Proposal only (**do not include any information contained in your Financial Proposal**). The Executive Summary should touch on all components of your Technical proposal but highlight those features that you believe best demonstrate the advantages of selecting your firm.

b. **Company Information**

Provide the following information:

1. **Overview**

- Date established;
- Ownership (public, partnership, subsidiary, etc.);
- Organizational Chart (s) showing the reporting lines for the Missouri S&T account within the contractor's organization.
- Indicate the relationship of Missouri S&T to the District/Regional support resources and provide the physical address of the identified District/Regional support resources, to include:
 - District Manager;
 - Accounting support;

- Marketing support;
- Sustainability support;
- Dietitian.

2. **Similar Accounts and References**

Provide a list of all higher education accounts in the mid-west (MO, IL, IN, AR, KS, IA). For at least five of these accounts, provide the following:

- Client name;
- Client contact name, telephone # and email address;
- Description of services provided;
- Length of account tenure;
- Revenue volume;
- Enrollment.

c. **Proposed Residential Dining Program**

Provide your proposed service concepts for Thomas Jefferson Residential Dining, as follows:

1. Provide a full menu for each service platform and for service platforms that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. ***NOTE: Cycle menus requested above may be provided as an Attachment to the proposal, and these pages are exempted from the submittal page limit.***
2. Provide a sample of each platform identification signage.
3. Provide sample signage identifying the food offerings at point of service. This signage should include nutrition and allergen labeling.
4. Identify the proposed service hours and operating days for the facility, bearing in mind current service hours and operating day requirements as identified in Appendix 1 – Current Dining Services Program Information. Proposed service hours and operating days must be at least equal to current service hours. Additionally, Respondents are encouraged to propose expanded service hours to improve alignment with resident student lifestyle needs.
5. Provide information regarding the reusable “to go” container you propose and describe how the program will operate, including any initial costs to customers.
6. For late night dining services provide a description of the program to be offered, indicate the proposed service location(s), and describe how students will be charged for its use (ex: a la carte pricing, meal exchange, meal equivalency, etc.).
7. Provide a description of each of the residential dining special events/programs you propose. Provide the proposed “typical semester” calendar for these events.
8. Describe your strategy for each of the following:

- Responding to student requests for incorporation of specific food items, preparation styles, and/or seasonings to be incorporated into the cycle menu;
 - Innovation in new food offerings, including how and with what frequency potential offerings are tested;
 - Use of technology within residential dining beyond digital signage and posting of menus/nutritional information online;
 - Live feed availability.
9. Based on your expertise and experience with other campuses, provide alternative solutions and preliminary recommendations for new Residential Commons/University Commons dining services, considering community building, customer satisfaction, implementation cost, and cost to operate.
 10. Provide recommendations, if any, for changes/adjustments to the University’s meal plan structure beginning Year 2 of the contract term. This is for the University’s information and your base proposal should not be predicated on these changes occurring.

d. **Proposed Retail Service Concepts**

Each retail operation should reflect maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality, and convenience. Attention should be paid to the desires of today’s customer—quality products, speed of service, and variety at a fair price are paramount, as well as the ability to take food “to go”. Because of recent investments, the University desires that the Einstein’s Bagels, Starbucks, and Au Bon Pain brands be retained in their current locations if possible. For **each** proposed Retail Dining outlet, provide the following:

1. Service concept, including the style of service (quick service, waiter service, etc.), menu with key portion sizes, and brand identity. For locations that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu.
2. Service hours, days of operation and total number of annual operating days. Proposed service hours and service days must be at least equal to current service hours and service days. Additionally, Respondents are encouraged to propose expanded service days and hours to improve alignment with customer lifestyle needs.
3. Sample brand signage and menu signage (without pricing).
4. Samples of the nutrition and allergen labeling you propose to at each service point.
5. Information regarding the sustainability standard of the ‘to go’ packaging you propose – i.e. for each major packaging component, whether the component will be reusable, recyclable, compostable, etc.
6. For each retail location at which you propose to offer meal exchanges (combo meals in exchange for a meal plan swipe) provide examples of the meals that will be offered.

7. A promotional calendar of special events/programs for the first year of the contract.
 8. If a national/regional brand is proposed, for each national/regional brand describe any differences in operating standards compared to the brand's off-campus commercial locations, such as:
 - Use and redemption of loyalty programs/rewards
 - Use of non-traditional payment applications (i.e. apple pay)
 - Acceptance of brand gift cards
 - Any other components that would not be available in a campus dining setting
 9. Prior to contract start, the University intends to purchase CBord's "GET Food" pre-order system. Relative to this, provide your location recommendations for Year 1 implementation.
 10. Describe your Company's philosophy, tools, and practices for assessing the success of existing retail concepts and implementing new concepts and/or refreshing existing concepts over the life of the contract. Identify the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts.
- e. **Catering Program**
 The University's needs include a wide range of catered events daily and throughout the year, and at varying levels of service and pricing. Additionally, the University requires the respondent to provide online ordering and invoicing/payment capabilities for catering events.
1. Describe your operating standards for event planning, food quality, delivery, set-up, presentation, staffing, and clean up for events. In particular, describe the techniques you use to insure that the quality of service for catered events will meet or exceed the expectations of customers.
 2. Provide detailed information on the composition, features and capabilities of the catering software system you propose.
- f. **Summer Camps/Conferences**
1. Describe your standards for event planning, food quality, presentation, staff and representation of the University to attending guests.
- g. **Year One Marketing Plan**
1. Provide your proposed Year One Marketing Plan. Elements of the plan must include but are not limited to:
 - Residential Dining
 - Retail Dining
 - On Campus Catering
 - Off Campus Catering

- Conferences/Camps
- Voluntary Meal Plan Sales

Each element of the proposed plan must include a description of how you will measure success in implementing the plan, along with the specific performance measures that will be utilized.

2. If proposed, describe the customer loyalty program(s) you will use; preference will be given to use of web/phone-based apps.
3. Describe the corporate staff support and resources the on-site management team will receive in developing and implementing the proposed Marketing Plan. Describe who will be responsible for implementing marketing initiatives on site.
4. Identify the annual financial commitment you propose to spend on Marketing (not including labor), expressed as a percentage of sales (this commitment must also be reflected in your pro forma financial projections).

h. Wellness Plan

Provide your proposed Wellness Program Plan for the entire Dining Services Program. Your Wellness Program proposal should include:

1. Description of healthy eating trends on campuses – what is working. In your description, also address the following:
 - What healthy food choices should the University consider providing on campus and why/how will that benefit the wellbeing of the student population and campus community?
 - What elements in the environment increase the likelihood that people will make healthy choices when choosing what to eat?
2. Strategy for providing life skills and wellness educational sessions directed toward students but open to the campus community. For each session in Year 1 indicate the following:
 - Session Name (topic);
 - Proposed timing;
 - Presenter and their qualifications for that topic.
3. Strategy for identification of potential allergens to customers.
4. Description of the nutritional counselling resources that will be available to customers.

Each element of the proposed plan must include a description of how you will measure success in implementing the plan, along with the specific performance measures that will be utilized.

i. **Sustainability Plan**

Provide your proposed Sustainability Plan for the entire Dining Services Program to ensure that Dining Services is the leader of sustainability efforts on campus. Minimum initiatives must include:

- Commitment to continuous improvement in purchasing agricultural products grown or processed in the state of Missouri, including 1) a list of Missouri growers and processing companies you intend to purchase from and 2) a target total purchase commitment for each year of the contract term, quantified as a percentage of total food purchases);
 - Purchase of only cage free eggs, only seafood from the Monterey Bay Seafood Watch list, sustainable certified coffee and only hormone free yogurt and milk;
 - Recycle cardboard, paper, plastic, glass, tin, aluminum, steel;
 - Reusable cup/mug program;
 - Reusable to-go container program—maintain current and expand program to campus retail dining locations;
 - Waste reduction practices that minimize production waste, overproduction and unused/out of date products.
1. Provide only the initiatives that **will be implemented at Missouri S&T**, not the initiatives of your overall company or initiatives that are in place at other accounts.
 2. Each initiative of the proposed plan must include a description of how you will measure success in implementing the plan, along with the specific performance measures that will be utilized.
 3. Provide an implementation target date for each initiative.

j. **Capital Investment Plan**

Missouri S&T will make available for Vendor use all University owned capital equipment and smallwares in use in the Dining Services Program at the time of contract transition. All capital and/or trade dress improvements you propose to implement must be self-funded, with the investment amortized over the base term of the contract, as per the provisions outlined in the Sample Contract. Additionally, Vendor must follow the guidelines and standards set forth by the University's Department of Design and Construction Management Capital Project Guidelines (<http://designconstruction.mst.edu/capitalprojectrequest/>). For all Capital Investments in your proposal, provide the following, subject to University approval.

1. Narrative description of all proposed capital projects, including:
 - Outlet name;
 - Menu description;
 - Number and type of service platforms;
 - Floor plans, renderings, and or photography illustrating the proposed design;
 - If required, the solution for any temporary dining needs.
2. Narrative description and imagery of proposed trade dress, signage, or other

investments unrelated to major capital projects, by service location.

3. For each proposed investment, provide an implementation timeline from design through operational start date.

k. **Continuous Improvement Program**

1. Describe the Continuous Improvement Program you propose for the entire Dining Services Program, designed to support innovation as well as measure and report progress toward the attainment of University objectives for Dining Services. At a minimum, your plan should include the following:

- Key Performance Indicator Scorecard
 - List each Key Performance Objective, measurement criteria and baseline metric for the following:
 - ✓ Residential dining utilization/participation
 - ✓ Voluntary meal plan sales growth
 - ✓ Retail dining satisfaction
 - ✓ Retail sales growth
 - ✓ Catering satisfaction
 - ✓ Vending sales growth
 - ✓ Client satisfaction
 - ✓ Marketing
 - ✓ Sustainability
 - ✓ Wellness
 - ✓ Staff retention
 - ✓ Health and safety
 - ✓ Stewardship: facilities & equipment
 - Process for identifying improvement needs and remedying deficiencies;
 - Strategy for ensuring year over year alignment with University objectives;
 - Strategy for ensuring innovation over the life of the contract.

l. **Proposed Transition Plan**

1. Provide a detailed transition plan that describes your process for transition and start up should your company be selected for the contract.
2. Provide a list of all tasks involved in the form of a critical path schedule and timeline.
3. Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition.

m. **Management & Staffing Plan**

1. Provide a narrative and accompanying organizational chart describing the proposed management structure for the Missouri S&T account, from unit supervisors to the

General Manager/Food Service Director and on site management team. All management, supervisory and support positions on location in Rolla should be clearly identified.

2. Provide detailed resumes for your proposed on-site management team:

- General Manager/Food Service Director
- Operations Manager (if applicable)
- Executive Chef
- Catering Manager
- Residential Dining Manager
- Retail Dining Manager
- Marketing Manager
- District Manager

NOTE: If your firm is short-listed, be aware that some or all of these individuals may be asked to be present at a short-list interview. The personnel identified must be the same personnel that will service Missouri S&T. Switching of personnel is forbidden unless it is can be demonstrated that it is in the best interest of Missouri S&T.

3. Provide a minimum of three examples of past performance initiatives stating the measurable outcome for each initiative for each of the following proposed candidates:

- General Manager/Food Service Director
- Executive Chef
- Catering Manager
- Marketing Manager

4. Provide your proposed strategy for ongoing management and hourly employee recruitment, training, and retention for the account. As with any organization, food service management companies are only as good as the people they are able to hire and retain.

5. Provide a brief description of the practices/methods in place for evaluating both management and staff and discuss your proposed incentive reward programs available for both managers and staff.

6. Discuss your policy regarding the hiring of existing dining service managers and staff employees.

7. Discuss your successful student employment initiatives, recruitment, programs for retention and describe the benefits.

8. Complete Attachment E – Employee Benefits Summary Form

9. Provide a brief description of staff uniforms and employee identification to be provided by your company. Photographs are preferred.

10. Indicate the frequency of employee training for each of the following areas:
 - Diversity and multicultural awareness;
 - Knowledge and skills;
 - Customer service standards of excellence;
 - Food preparation methods, including handling known allergen inducing foods;
 - Food safety;
 - Blood borne pathogens;
 - Sanitation standards;
 - Dress and identification;
 - Personal habits and hygiene;
 - Cleaning and sanitation procedures;
 - Life safety;
 - Equipment operation;
 - University protocol for addressing bias incidents;
 - University sexual harassment;
 - Violence Against Women Act and discrimination/Title IX policies;
 - Conduct when working with minors; and premise-specific policies.

11. Provide your proposed staffing projections for each dining location and service, including management, full-time, part-time, and student employees. Respondents must use Attachment F – Staffing Workbook to create the projections, following the format established in the workbook. Projections must reflect the Respondent’s proposed operating hours, which should be noted on each worksheet as per the template.
NOTE: The Staffing Workbook is exempted from the page limitation requirement.

n. Sample Contract

1. Itemize and clearly state any proposed changes to the terms and conditions stated in the Sample Contract, using Attachment G - Sample Contract Exception Form. During contract negotiations, only language identified on Attachment G will be considered for modification.

Financial Proposal

NOTE: The Financial Proposal must be submitted in a separate, sealed envelope. In addition to a narrative recap of the proposed Financial offer, the submittal must include a jump drive containing the Respondent’s completed Attachment H - Financial Proposal Workbook in original Excel format.

Missouri S&T expects the Vendor to make a reasonable profit in providing the services outlined in this RFP, while maintaining offerings and programs that are perceived as being high in quality and providing good value. The University wishes to maintain a strong revenue stream that allows it to continue to cover its costs in operating and investing in the Dining Services program. The level of financial performance proposed will become the performance benchmark that the winning firm must deliver, and all financial information proposed will become part of the winning Vendor’s contract.

a. **Proposed Menus and Pricing**

Provide the following menu and pricing information, as it relates to the Technical Proposal.

1. Residential Late Night Dining – provide sample menus. If pricing is a la carte, include pricing. If pricing is meal equivalency, provide the equivalency dollar amount – ex: \$6.00 per swipe. If pricing is meal exchange, the menu samples should clearly identify what can be purchased with a single swipe.
2. Retail Dining - For each retail outlet, provide full menus, with pricing.
3. Catering Services – Provide the following:

- The menus you propose for Missouri S&T for the following catering types:
 - Premium Catering menus;
 - Everyday Catering menus, with the option for pick up and drop off;
 - Conference Services menus, with terms and conditions;
 - Student Catering menus (no frills plus bulk item purchases such as a case of potato chips).
 - Seasonal Menus.

Menus must include prices, key portion sizes, and packaging standards (if packaged), with all ancillary charges clearly noted on each menu. As appropriate by type, the catering menus you propose should encompass each of the following menu categories:

- Buffet Breakfast;
- Box Breakfast;
- Served Breakfast;
- Buffet Lunch;
- Box Lunch;
- Served Lunch;
- Hors d’oeuvres/Receptions;
- Buffet Dinners;
- Served Dinners;
- Box Dinner;
- Coffee/Beverage Break or Beverage and Break Service;
- Bar pricing both for beer wine service and full bar.

Additionally, provide pricing for all ancillary charges such as bar service minimums/service fees, mandatory gratuity, flowers, linen charges, delivery charges, etc.

- Sample menus, with pricing, from one of your 5 reference accounts (#Technical Proposal paragraph b.2 above) for each of the following catering types:
 - Premium Menu Options;

- Everyday Menu Options, with the option for pick-up and drop-off;
 - Conference Services Options, with terms and conditions;
 - Student Catering Menu (no frills plus bulk item purchases such as a case of potato chips);
 - Seasonal Menus.
- A catering menu, where applicable, for each retail dining location, along with terms and conditions for the catering.
 - If you are proposing a “Green” Catering program, indicate the type of charges that apply (ex: upcharge for compostable disposables). If a separate menu will be utilized in the program provide proposed menus with pricing.

4. Summer Camps/Conferences

- For Summer adults conferences, provide sample weekly menus, including key portion sizes and daily pricing.
- For Summer youth campus, provide sample weekly menus including portion sizes and daily pricing.

b. **Financial Proposal**

The University will provide space and certain services to the Vendor at no cost, as identified in the Sample Contract. Vendor shall operate on a profit & loss basis whereby Vendor collects all revenues, is responsible to pay all operating expenses, keeps all profits, and is responsible for all operating losses. Based on the program and services you propose as well as the terms, conditions, and financial requirements outlined in the Sample Contract, complete the Financial Proposal Workbook in Attachment H in accordance with the following provisions.

1. Residential Dining Services

- For Academic year meal plans, Vendor shall charge a daily rate on a sliding scale, based on the number of meal plan participants. Daily rates shall be for all you care to eat service only, **exclusive** of meal plan Declining Balance Dollars and/or MinerBUCKS.
- For Summer meal plans, Vendor shall bill the University a per meal rate for each all you care to eat meal consumed.
- Meal Plan Declining Balance Dollars will be restricted to use in Vendor’s and Vendor’s subcontracted locations.

2. Retail, Catering, and Summer Conference Services

The Vendor shall pay a commission to the University on sales associated with the following:

- Retail sales (commissions to be **inclusive** of meal plan Declining Balance Dollars and MinerBUCKS);

- Subcontractor sales, if any (commissions to be **inclusive** of meal plan Declining Balance Dollars and MinerBUCKS);
- Catering sales;
- Summer Conference and Summer Camp sales.

3. Investment

Capital and Start-up Smallwares investments must be amortized over the base term of the contract, as per the provisions outlined in the Sample Contract.

- For capital investments, provide a summary capital investment schedule itemized by project, location, and investment year, to include itemized total probable cost. The University requires that the capital investment plan include buyout of the unamortized investment remaining at the end of the current contract, estimated to be \$750,000.
- For Start-Up Smallwares investments, provide a summary investment schedule by location, to include a brief description of the type of smallwares to be purchased (ex: displayware; serviceware) and total budgeted cost.

4. Donations and Contributions/Support Funds

- Provide a list of proposed support funds with associated annual dollar amounts to be paid to the University – for example: Maintenance and Repair Fund contribution, Scholarships, In-Kind Donations, etc. Note whether these support funds are one-time or annual contributions. These funds are **not** to be amortized.

5. Financial Projections

- You must provide pro forma projections using the Excel workbook provided.
- As per the template, for each outlet, you must identify the outlet name and the pro forma should reflect the proposed operating hours as indicated in Attachment F - Staffing Workbook.
- Do not include potential new Residential Commons/University Commons dining operations in your projections.
- Identify the basis for your projections as required on each worksheet, and note any other factors that influence your projection.
- Insure that all formulas are correct on each of the worksheets, including the consolidated worksheet for each set of pro forma projections.
- As per the template, provide a detailed schedule of any one-time transition or start-up costs identified for Year 1.
- Provide a narrative identifying any proposed Indirect Costs and/or Corporate Overhead Costs that will be applied to the account, such as Administrative Overhead Charges, Purchasing Charges, Corporate Marketing Charges, etc. **It is a requirement of this RFP that all such costs be clearly disclosed on an item by item basis as part of your proposal.**
- Provide a narrative of all costs that you propose be considered as Vendor Paid Allowable Expenses (i.e. - direct or indirect costs of operation) that are not identified in the Sample Contract.

c. **Audited Financial Statements**

Provide your audited financial statements for the past three fiscal years.

ALTERNATE PROPOSALS

Vendors may submit alternate proposals for service so long as a base proposal that meets the RFP requirements is also submitted. For example, Vendors may choose to offer an alternative brand mix for Retail Dining as an Alternate Proposal. If an Alternate Proposal is submitted and it affects the University's Daily Rate structure, commissions, capital investment, and/or other compensation from the Vendor to the University, then the Vendor must complete and submit another entire Financial Proposal clearly indicating on the workbook and in the filename that the information is for the requested **Alternate**, for example, **Retail Dining Alternate**. For each Alternate the Vendor must clearly identify in the narrative how the Alternate Proposal is different from the Base Proposal, as well as any potential service implications for the University.

AUTHORIZED RESPONDENT REPRESENTATION FORM

Number of calendar days delivery after receipt of order	Payment Terms N/A
Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ___yes ___no	

This signature sheet must be returned with your proposal.

Attachment A: SUPPLIER DIVERSITY CERTIFYING AGENCIES

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri's websites for M/WBE's and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity
P.O. Box 809, Harry S. Truman office Building
Room 630, 301 W. High Street
Jefferson City, MO. 65102
573-751-8130
www.oeo.mo.gov
Missouri M/WBE Certification and database

State of Missouri Office of Administration
Division of Purchasing & Materials Management
P.O. Box 809
Jefferson City, MO 65102
573-751-3273
www.oa.mo.gov/purchasing-materials-management
Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce
M/WBE and DBE Department
1000 S.W. Jackson St. Suite 100
Topeka, KS. 60612
785-296-3425
www.kansascommerce.com
Kansas M/WBE and DBE database and certification

Missouri Department of Transportation
External Civil Rights
1017 Missouri Blvd
Jefferson City, MO. 65102
573-526-2978
www.modot.org/ecr
Missouri DBE database and certification

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314-551-5000
www.mwdbe.org
St. Louis M/WBE and DBE database and certification

Attachment A: SUPPLIER DIVERSITY CERTIFYING AGENCIES (cont.)

City of Kansas City Missouri
MBE/WBE Division
414 E. 12th St
Kansas City, MO. 64106
816-513-1313
Kansas City M/W/DBE database and certification
www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation
1520 Market St. Suite 2000
St. Louis, MO. 63103
314-657-3700
www.stlouis-0mo.gov/slhc
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council
317 N. 11th St. Suite 502
St. Louis, MO. 63101
314-436-8877
www.midstatesmsdc.org
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO. 64106
816-221-4200
www.mpmsdc.org
MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City
1000 Walnut Suite 500
Kansas City, MO. 66106
816-426-4900
<http://www.sba.gov/about-offices-content/2/3123>
Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis
1222 Spruce St. Suite 10.103
St. Louis, MO. 63103
314-539-6600
<http://www.sba.gov/about-offices-content/2/3124>
St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration
Veteran and Service Disabled Veteran Database and verification
www.vetbiz.gov

Attachment A: SUPPLIER DIVERSITY CERTIFYING AGENCIES (cont.)

U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council

308 N. 21st St, 7th floor

St. Louis, MO. 63101

314-241-1143

www.slmbc.org

St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago

8 S. Michigan Ave Suite 400

Chicago, Illinois 60603

312-853-3477

www.wbdc.org

Certification for WBE's in the Missouri area

Attachment B: SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2nd Tier spending:

- **Direct 2nd Tier spending:** This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. *Example:* Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. *Example:* Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.

- **Indirect 2nd Tier spending:** Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
 - a. *Example:* Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
 - b. *Example:* Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

Attachment B: SUPPLIER DIVERSITY PARTICIPATION FORM (cont.)

The contractor/ supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2nd tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1st or 2nd Tier

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

Attachment C: SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)
6. A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

Attachment C: SUPPLIER REGISTRATION INFORMATION (cont.)

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

Please include what organization your firm has secured certification from with a certification number and date it expires. _____

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

Manufacturer (M)

Distributor/Wholesaler (D)

Manufacturer's Representative (F)

Service (S)

Retail (R)

Contractor (C)

Other (O)

SOLE PROPRIETORSHIP: Yes No

Attachment C: SUPPLIER REGISTRATION INFORMATION (cont.)

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____

Attachment D: INSURANCE REQUIREMENTS & INDEMNIFICATION

Insurance Requirements

Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Professional Liability (Insurance Consultants, Agents Errors and Omissions)

Respondent agrees to maintain Professional Liability at a limit of not less than \$10,000,000 per occurrence

Commercial General Liability

Respondent agrees to maintain Commercial General Liability at a limit of not less than \$5,000,000 Each Occurrence, \$5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Respondent may satisfy the minimum liability limits required for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability. Respondent agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Workers' Compensation & Employers Liability

Respondent agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the Respondent and the University. Respondent is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Attachment D: INSURANCE REQUIREMENTS & INDEMNIFICATION (cont.)

Indemnification

The Respondent agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Respondent's operations. The Respondent agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Respondent or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

Attachment E: EMPLOYEE BENEFITS WORKSHEET

Please use the following format to describe your employee benefits package, indicating which employees are eligible for each of the benefits.

Benefit Description	Provision Provided by Company
Brief Description of Health Plan Program	
Health Plan premium: Single Employee plus one Employee plus family	\$ per week or year
Brief Description of Dental Plan Program	
Dental Plan Premiums: Single Employee plus One Employee plus family	\$ per week or year
Brief Description of Vision Plan Program	
Vision Plan Premiums: Single Employee plus One Employee plus family	\$ per week or year
Life Insurance Benefit	
Long Term Disability Benefit Description	
Short Term Disability Benefit Description	
Sick Time	
Vacation Time	
Personal Days	
Holidays	
Accident Death & Dismemberment	
Percentage of Taxes and Benefits of Wages	
Incentive Compensation, if any	
Employee Assistance Program, if any	
Profit Sharing, if applicable	
Other, please identify	

Attachment F: STAFFING WORKBOOK

Provided under separate cover as an Excel workbook. Excel file was attached to email you received.

Attachment G: SAMPLE CONTRACT EXCEPTIONS FORM

CONTRACT EXCEPTIONS

Vendors must identify any exceptions to the Sample Contract with their offer. If the Vendor has no exceptions, please write "None" below.

Attachment H: FINANCIAL WORKBOOK

Provided under separate cover as an Excel workbook. Attached as an Excel file to the email you received.

Appendix 1: CURRENT DINING SERVICES PROGRAM INFORMATION

Provided under separate cover as an Excel Workbook. Attached as an Excel to the email you received.

Appendix 2: SAMPLE CONTRACT

The Sample Contract will be provided as a separate document on or before the December 13, 2016 Pre-Proposal Conference.